

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

VILLAGE OF DIXMOOR, an
Illinois municipal corporation,

Plaintiff

No. 99 CH 18432

SOUTHWEST CENTRAL DISPATCH and
SOUTHWEST CENTRAL 9-1-1 SYSTEM,

Defendants.

AGREED ORDER

This Cause coming before the court on the joint motion of the parties, SOUTHWEST DISPATCH ("SWCD") and SOUTHWEST CENTRAL 9-1-1 SYSTEM ("SWC911"), by their attorneys, NEVILLE, PAPPAS & MAHONEY, and the VILLAGE OF DIXMOOR ("DIXMOOR"), by its attorney, DIRK VAN BEEK, the court being fully advised in the premises, and by agreement of the parties, it is hereby ordered:

This cause is dismissed with prejudice, provided however, the Court retains jurisdiction to enforce the provisions of the parties' settlement agreement attached to this order as Exhibit A.

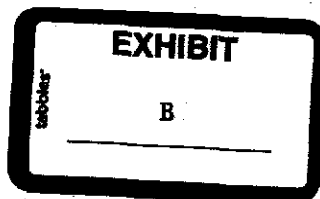
DATED: _____

ENTER: _____

RONALD F. NEVILLE
Attorney for Defendants
221 N. LASALLE STREET
SUITE 2100
CHICAGO, Illinois 60601
312/236-2100
Attorney No. 30701

JUDGE

ENTERED	
CLERK OF THE CIRCUIT COURT	
AURELIA PUCINSKI	
AUG 16 2000	
JUDGE	AARON JAFFE - #190
DEPUTY CLERK	_____



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

0000066 2024
2000

VILLAGE OF DIXMOOR, an Illinois
municipal corporation,

Plaintiff

v.

SOUTHWEST CENTRAL DISPATCH and
SOUTHWEST CENTRAL 9-1-1 SYSTEM,

Defendants.

No. 99 CH 18432

ENTERED

OCT 20 2000

JUDGE
AARON JAFFE - 190

ORDER

This cause coming before the Court on SOUTHWEST CENTRAL DISPATCH's ("SWCD") Motion To Enforce The Settlement Agreement as well as SWCD's Emergency Motion To Enforce A Portion Of The Settlement Agreement, said emergency motion having been heard on October 3, 2000 and the court entering an order on October 3, 2000 which order, inter alia, continued the aforesaid emergency motion to October 20, 2000 to be heard along with SWCD's Motion To Enforce The Settlement Agreement, all parties being represented by counsel, due notice having been given, and the court being fully advised in the premises, the Court hereby finds:

A. On August 16, 2000 the Court entered an order in this case dismissing this cause and retaining jurisdiction to enforce the Settlement Agreement signed by all the parties and attached to the Court's 8/16/00 order. Said Settlement Agreement was also filed with the Clerk of the Court;

B. The VILLAGE OF DIXMOOR ("DIXMOOR") has defaulted and is in violation of certain provisions of the Settlement Agreement, including but not limited to, paying certain amounts due SWCD as specified in paragraphs 6 and 7 of the Settlement Agreement; failing to take all necessary action as required by paragraph 5 of the Settlement Agreement; and failing to perform its obligations in accordance with paragraphs 15 and 16 of the Settlement Agreement;

C. Proper and sufficient notice was delivered to DIXMOOR by SWCD in accordance with paragraph 11 of the Settlement Agreement; and

D. DIXMOOR failed to comply with this Court's order of October 3, 2000 entered in this case which order required DIXMOOR to provide SWCD, by October 10, 2000, a statement in writing outlining when the hardware and equipment which DIXMOOR did not return to SWCD in accordance with paragraphs 15 and 16 of the Settlement Agreement was last in DIXMOOR's possession and all steps which have been taken by DIXMOOR to locate and recover said property. Accordingly, it is ordered:

1. In accordance with paragraph 11 of the Settlement Agreement, judgment is entered
(PAGE ONE OF A THREE-PAGE ORDER)



K.C.

W

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

0058066 2024
2000

VILLAGE OF DIXMOOR, an Illinois
municipal corporation,

Plaintiff

v.

SOUTHWEST CENTRAL DISPATCH and
SOUTHWEST CENTRAL 9-1-1 SYSTEM,

Defendants.

No. 99 CH 18432

ENTERED

OCT 20 2000

ORDER

JUDGE
AARON JAFFE - 190

This cause coming before the Court on SOUTHWEST CENTRAL DISPATCH's ("SWCD") Motion To Enforce The Settlement Agreement as well as SWCD's Emergency Motion To Enforce A Portion Of The Settlement Agreement, said emergency motion having been heard on October 3, 2000 and the court entering an order on October 3, 2000 which order, inter alia, continued the aforesaid emergency motion to October 20, 2000 to be heard along with SWCD's Motion To Enforce The Settlement Agreement, all parties being represented by counsel, due notice having been given, and the court being fully advised in the premises, the Court hereby finds:

A. On August 16, 2000 the Court entered an order in this case dismissing this cause and retaining jurisdiction to enforce the Settlement Agreement signed by all the parties and attached to the Court's 8/16/00 order. Said Settlement Agreement was also filed with the Clerk of the Court;

B. The VILLAGE OF DIXMOOR ("DIXMOOR") has defaulted and is in violation of certain provisions of the Settlement Agreement, including but not limited to, paying certain amounts due SWCD as specified in paragraphs 6 and 7 of the Settlement Agreement; failing to take all necessary action as required by paragraph 5 of the Settlement Agreement; and failing to perform its obligations in accordance with paragraphs 15 and 16 of the Settlement Agreement;

C. Proper and sufficient notice was delivered to DIXMOOR by SWCD in accordance with paragraph 11 of the Settlement Agreement; and

D. DIXMOOR failed to comply with this Court's order of October 3, 2000 entered in this case which order required DIXMOOR to provide SWCD, by October 10, 2000, a statement in writing outlining when the hardware and equipment which DIXMOOR did not return to SWCD in accordance with paragraphs 15 and 16 of the Settlement Agreement was last in DIXMOOR's possession and all steps which have been taken by DIXMOOR to locate and recover said property. Accordingly, it is ordered:

1. In accordance with paragraph 11 of the Settlement Agreement, judgment is entered
(PAGE ONE OF A THREE-PAGE ORDER)

CAL

4217
4301
7215



K.C.

G

in favor of SWCD and against DIXMOOR in the amount of \$138,283.02, with judgment interest to accrue in accordance with Illinois statutes;

2. The aforesaid judgment referenced in paragraph 1 above includes the specific amounts set out in paragraphs a., b., c., d., and e. of paragraph 6 of the Settlement Agreement which DIXMOOR failed to pay to SWCD on or before September 1, 2000 in accordance with paragraph 7 of the Settlement Agreement, but does not include interest due as set out in paragraphs a., b., c., and g., of paragraph 6 of the Settlement Agreement nor does said judgment include any and all amounts due in accordance with paragraphs f. and g. of paragraph 6 of the Settlement Agreement.

3. The aforesaid judgment referenced in paragraph 1 above is entered without prejudice to SWCD to obtain additional judgments against DIXMOOR for amounts due SWCD in accordance with the Settlement Agreement, including but not limited to interest due as set out in paragraphs a., b., c., and g. of paragraph 6 of the Settlement Agreement and any and all amounts due in accordance with paragraphs f. and g. of paragraph 6 of the Settlement Agreement, after notice of the specific amounts due SWCD is delivered to DIXMOOR in accordance with paragraph 7 of the Settlement Agreement and notice of default is provided to DIXMOOR in accordance with paragraph 11 of the Settlement Agreement in the event DIXMOOR fails to pay those amounts are required by paragraph 7 of the Settlement Agreement.

4. Because DIXMOOR failed to take appropriate action as required by paragraph 5 of the Settlement Agreement, DIXMOOR is now ordered to provide to SWCD, within 10 days from the date of this order, a seven-digit phone number to which phone number SWCD will call forward and transfer all calls to DIXMOOR's seven-digit telephone numbers which calls SWCD is currently answering. The Court orders that SWCD shall have no obligation after the 10 day period referenced above to answer DIXMOOR's seven-digit phone numbers.

5. Because SWCD is currently answering DIXMOOR's 911 calls due to DIXMOOR's failure to comply with the provisions of paragraph 5 of the Settlement Agreement DIXMOOR is now ordered to comply with all the provisions of paragraph 5 of the Settlement Agreement without ~~delay~~ and is also ordered to sign and deliver to SWCD, within 10 days of the date of this order, the call handling agreement attached to this order as Exhibit A.

6. DIXMOOR, and its officials, to wit: Mayor Erick Nickerson and Police Chief Jack Genius, are ordered to provide to SWCD, within 10 days of the date of this order, a written statement, as required by this Court's order of October 3, 2000, outlining when the hardware and equipment which DIXMOOR did not return to SWCD in accordance with paragraphs 15 and 16 of the Settlement Agreement was last in DIXMOOR's possession and all steps which have been taken by DIXMOOR to locate and recover said property. In the event said written statement is not provided to SWCD within the time stated in this paragraph 6, SWCD is granted leave to file a rule to show cause against the Village of Dixmoor as well as Mayor Erick Nickerson and Police Chief Jack Genius why they should not individually and jointly be held in contempt of court for violation of the Court's order.

7. This order shall not in any way prejudice the right of SOUTHWEST CENTRAL 9-1-1 SYSTEM ("SWC911") to enforce any right provided to SWC911 in accordance with
(PAGE TWO OF A THREE-PAGE ORDER)

0000066-2026
the Settlement Agreement including but not limited to SWC911's right to obtain money judgments against DIXMOOR in the event DIXMOOR fails to pay SWC911 those amounts due in accordance with, but not limited to, paragraphs 8, 9, 10 and 11 of said Settlement Agreement.

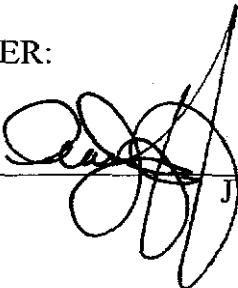
8. This order shall not in any way prejudice the right of SWCD to enforce any right provided to SWCD in accordance with the Settlement Agreement.

9. The Court shall continue to retain jurisdiction to enforce the Settlement Agreement.

10. This cause is continued to November 6, 2000 at 10:00 AM for a hearing to determine DIXMOOR's compliance with this order and also to hear any motions for a rule to show cause filed by SWCD in accordance with paragraph 6 of this order.

DATED _____

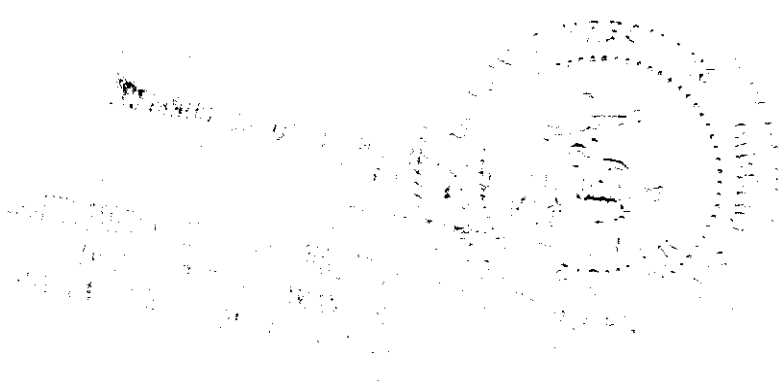
ENTER:



JUDGE

RONALD F. NEVILLE
NEVILLE, PAPPAS & MAHONEY
Attorneys for SWCD and SWC911
221 N. LASALLE STREET, SUITE 2100
CHICAGO, Illinois 60601
312/236-2100
Attorney No. 30701

(THIRD PAGE OF A THREE-PAGE ORDER)



ORDER

CCG-N002

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

County Department, Chancery Division

ENTERED

NOV 06 2000

JUDGE
AARON JAFFE - 190

Village of Dixmoor
Plaintiff

v.

Southwest Central Dispatch
et.al.
Defendants.

NO. 99CH 18432

4253
8042

ORDER

This cause coming before the Court on Southwest Central Dispatch's ("SWCD") motion to enforce the Settlement Agreement previously entered in this cause, and to enforce paragraph 4 of the Court's October 20, 2000 order due notice having been given, all parties being represented by Counsel, it is ordered:

The Village of Dixmoor ("Dixmoor") ordered to provide SWCD, in writing ~~and~~ and no later than noon on November 7, 2000, seven digit phone number to which SWCD shall forward all calls to Dixmoor's seven digit phone numbers which SWCD is currently answering.

The Court finds that the money judgment entered by the Court 10/20/2000 in favor of SWCD and against Dixmoor in the amount of \$138,283.12 is a final judgment and the Court finds here is no just reason for delaying further enforcement or appeal of the judgment or both.

The Court retains jurisdiction to enforce all other provisions of the Settlement Agreement.

Atty No. 30701

Name

Rondleville

Attorney for

Defendants

Address

221 N. LaSalle

City / Zip

Chgo 60601

Telephone

312-236-2100

November 6, 2000

ENTER:

Aaron Jaffe

Judge

Judge's No.

AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

VILLAGE OF DIXMOON,

4262 D
4253 P
4217 D

ENTERED

E.M.

MAR 12 2001

JUDGE
AARON JAFFE - 190

NO. 99 CH 18432

SOUTHWEST CENTRAL
DISPATCH, ET AL

PAGE 1 OF 2

ORDER

THIS CAUSE COMING ON TO BE HEARD ON THE DEFENDANT'S PETITION FOR RULE, NOTICE DULY SERVED, THE COURT HAVING JURISDICTION, IT IS ORDERED:

① THAT A RULE TO SHOW CAUSE IS ENTERED AGAINST EACH OF THE FOLLOWING INDIVIDUALS: DOROTHY ARMSTRONG, CHARLOTTE MACON-MILLER, JERRY SMITH, ALICE GREEN, MARTHA LOGGINS AND ROBERT WARREN, AND THAT EACH INDIVIDUAL HEREIN IS DIRECTED TO PERSONALLY APPEAR IN ROOM 2405 ON MARCH 26, 2001 AT 10:00 AM.

Atty No. 70130

Name BRADLEY E. PRENDERGAST

Attorney for DEFENDANTS

Address 221 N. CASALE

City / Zip CHICAGO, IL 60601

Telephone (312)-833-0700

ENTER:

af

Judge

Judge's No.

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

0000018 0197

2001

VILLAGE OF DIXMOON

v.

SOUTHWEST CENTRAL
DISPATCH, ET AL

NO. 99 CH 18432

PAGE 2 OF 2

ORDER

AT THE RICHARD J. DALEY CENTER, 50 W WASHINGTON
CHICAGO, ILLINOIS, TO SHOW CAUSE, IF ANY NEW OR
SHE CAN, WHY EACH INDIVIDUAL SHOULD NOT BE
HELD IN CONTEMPT OF COURT FOR THEIR RESPECTIVE
FAILURES TO COMPLY WITH THE COURT'S ORDER OF
JANUARY 12, 2001 DIRECTING THAT AN ORDINANCE BE
PASSED AND FILED AS SET FORTH IN SAID ORDER.

② THAT THIS CASE IS CONTINUED TO 3/26/01
AT 10:00 AM IN ROOM 2405, WITHOUT FURTHER
NOTICE.

ENTERED

MAR 12 2001

JUDGE
AARON JAFFE - 190

Atty No. 70130

Name

BRADLEY E. FROENKEL, ESQ.

Attorney for

DEFENDANTS

Address

221 W. WASHINGTON

City / Zip

CHICAGO IL 60601

Telephone

312-853-0700

ENTER:

JUDGE

Judge

Judge's No.

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

0000035/0317

2001

6246
4217

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

VILLAGE OF DIXMOOR, an Illinois
municipal corporation,

Plaintiff

v.

SOUTHWEST CENTRAL DISPATCH and
SOUTHWEST CENTRAL 9-1-1 SYSTEM,

Defendants.

NO. 99 CH 18432

ENTERED

MAY 2 1 2001

ORDER

JUDGE
AARON JAFFE - 190

THIS CAUSE COMING ON TO BE HEARD on the return of the Rule to Show Cause entered on March 12, 2001, returnable on March 26, 2001, and continued to May 14, 2001, and the rule entered on April 11, 2001, and returnable May 14, 2001; the March 12, 2001, rule was served on March 14, 2001, and the April 11, 2001, rule was served on May 9, 2001; both rules are returnable this date; Dirk Van Beek, counsel for the plaintiff having appeared and advised the Court that he is no longer the Village Attorney, but that he has not yet withdrawn in this cause, the new Village Attorney, Evangeline Levison, having failed to appear this day; no Trustee having appeared; the Third Motion to Enforce the Settlement Agreement having been filed March 22, 2001, this Court having granted leave to respond by April 25, 2001, the plaintiff having failed to respond to said motion; the Court having jurisdiction of the subject matter and the herein named trustees of the Village of Dixmoor, after being fully advised, IT IS ORDERED:

1. A body attachment is entered against Robert Warren, Jerry Smith, Martha Loggins, and Alice Green, and the Sheriff of Cook County is ordered to attach the person of each of the named Trustees and bring said Trustees to court on June 6, 2001, in Room 2405, Richard J. Daley Center, 50 West Washington, at 10:00 a.m., to show cause why each should not be held in contempt of court for their failure to comply with this Court's order of January 12, 2001, and their failure to comply with this Court's order of October 20, 2000, directly

[Handwritten signature]

